

EXHIBIT G

March 12, 2024

VIA CERTIFIED MAIL AND EMAIL

GENERALHEALTH GROUP INC.
244 5th Avenue, L270
New York, NY 10001
Attn: David McNichols and Ruth Berenstein

Re: Notice of Default, Acceleration and Demand.

Dear Sir/Madam:

Reference is made to (i) that certain Asset Purchase Agreement (the "Purchase Agreement") dated June 30, 2023, by and between GENERALHEALTH GROUP, INC., a Florida corporation (the "Borrower") and MITCHELL J. MAGID, DMD, P.C., a Virginia professional corporation (the "Lender"); (ii) that certain Promissory Note (the "Promissory Note") dated June 30, 2023, by and between Borrower and Lender; and (iii) that certain Security Agreement dated June 30, 2023, by and between Borrower and Lender (the "Security Agreement"). Hereinabove, including all amendments, restatements, extensions and/or modifications thereto, if any, are hereinafter collectively referred to as the "Loan Documents". Capitalized terms used, but not specifically defined herein, shall have the meanings provided for such terms in the Loan Documents.

This letter shall constitute notice to Borrower that Borrower is in breach of the terms and conditions of the Loan Documents as a result of Borrower's failure to make payments that were due and payable to Lender pursuant to the Promissory Note on November 30, 2023, December 29, 2023, January 30, 2024, and February 29, 2024 (the "Obligations").

In accordance with Section 4 of the Promissory Note, Lender hereby declares the Obligations to be immediately due and payable and demand is hereby made upon Borrower to immediately make full payment of the Obligations to Lender by April 11, 2024. If Borrower does not make full payment of the Obligations to Lender by April 11, 2024, plus accrued and unpaid costs and expenses (including, but not limited to, attorney fees), it shall be deemed to be an Event of Default and Lender shall exercise its rights and remedies under the Loan Documents and applicable law as it determines, in its sole discretion. Borrower must confirm current balance with Lender prior to payment. If payment is not received by Lender in full on or before April 11, 2024, Lender shall exercise its rights pursuant Section 5 of the Security Agreement and take possession of the Collateral.

This Notice of Default, Acceleration and Demand is not, and shall not be deemed to be, and no action, inaction or acquiescence by Lender, or the acceptance of any payment under the Loan Documents, shall constitute a waiver of any of Lender's other rights, powers, privileges or remedies against Borrower or any other Person or a waiver of the Obligations or any other Events of Default. Neither the delay nor failure to exercise any right, power, privilege, or remedy, nor the election to exercise any particular right, power, privilege, or remedy, shall

constitute a waiver of any right, power, privilege, or remedy. Until such time as Lender agrees in writing to a waiver of, or a consent to, the Obligations or any other Events of Default, no such waiver or consent shall exist or be implied. Lender hereby expressly reserves the right to exercise any other rights and remedies it has pursuant to the Loan Documents and applicable law at any time hereafter without further notice to Borrower.

Accordingly, this letter is without prejudice to, and Lender fully and specifically reserves, any and all rights, powers, privileges and remedies under the Loan Documents, and all related agreements and documents, at law or otherwise, regarding the Obligations and each other Event of Default. This letter shall not entitle Borrower to any other or further notice or demand.

The Loan Documents remain in full force and effect in accordance with their original terms. Nothing in this letter or any other correspondence or any oral communications between Lender and Borrower should be construed to be, a waiver, modification or release of any breach, Event of Default, whether now existing or hereafter arising, or of any of Lender's rights and remedies, under the Loan Documents, applicable law or in equity. Nothing in this letter shall constitute a course of dealing or a course of conduct.

I trust you will be guided accordingly.

Sincerely,

MITCHELL J. MAGID, DMD, P.C.

By: 
C741466A34FB48B
Name: Mitchell J Magid DMD
Title: President

CC: Mandelbaum Barrett PC